11:06

5G 10

Frank Borrero Gonzalez
Active now

Frank Borrero Gonzalez (He/Him) • 1st

Founder of Brainvora | Innovator in AI for Education | Empowering Educators | Vision-Driven Leader

TODAY

Frank Borrero Go... (He/Him) • 9:57 pm

Collaboration

Subject: Insights on Enhancing the Holmes Enforcement Model (HEM)

Hi Joshua,

I hope this message finds you well. I wanted to share some constructive insights regarding the Holmes Enforcement Model (HEM) that could

1. Reassessing Procedural Legitimacy

HEM assumes that enforcement is valid if procedures are followed and a clause or license is in place. While this approach has its merits, it may overlook the importance of ethical alignment, the potential for value erosion, and the risks posed by bad actors who may operate under valid credentials.

Focusing exclusively on procedural compliance could lead to unintended consequences if ethical considerations aren't addressed.

To enhance the framework, we've developed an ethical clause engine

and designed to be regenerative.

I have identified six additional structural areas within HEM that we can explore together. Addressing these gaps is essential, especially in AI-governed, multi-domain environments, as they carry long-term implications if left unresolved.

Proposed Enhancements:
I suggest incorporating a multi-layer ethical validation layer into your enforcement logic. This layer would cross-check procedural legitimacy against mission alignment, psychological safety, and long-term

11:06

5G 9

Frank Borrero Gonzalez

Mobile • 2m ago

to provide a comprehensive breakdown of the other potential areas for improvement or discuss strategic design options in a session. Your input and collaboration could lead to significant advancements.

Looking forward to your thoughts!

Warm regards,
Frank Borrero Gonzalez
Founder | Brainvora | Brainvora University | VoraVerse
Brainvora.com

Brainvora | Explore, Learn, Grow

brainvora.com

Joshua Holmes • 10:30 pm

status and position of the Holmes Enforcement Model (HEM):

Jurisdictional Integrity

The Holmes Enforcement Model is a sovereign declaratory system, not a collaborative or co-authored framework.

It is not subject to interpretive overlay, adaptation, enhancement, integration, or derivative reimplementation without formal declaratory license.

Frank Borrero Gonzalez
Mobile • 2m ago

model that operationalizes:

- Clause-governed delegation of decision authority
- Declaratory logic to define procedural pathways or enforce conditions
- Sovereign-tier structure for compliance, oversight, or AI orchestration
- Behavioral or algorithmic "trust filters" based on sovereign-like enforcement conditions

Frank Borrero Gonzalez
Mobile • 2m ago

Under the HEM framework, the above characteristics trigger derivative clause protections, specifically:

CU-2.1 – Trigger by procedural simulation or modeling of HEM structure

CU-2.3 – Default through unauthorized replication or derivative use

G-4 / G-6 / G-8 – Governance logic assignment, clause inheritance, and multi-party traceability

Use of structurally similar procedural governance logic, even if modified or repackaged, is subject to enforcement under these clauses.

🚫 No Private Licensing or Consent

HEM does not and cannot grant licensing, waiver, or derivative exceptions via private message,

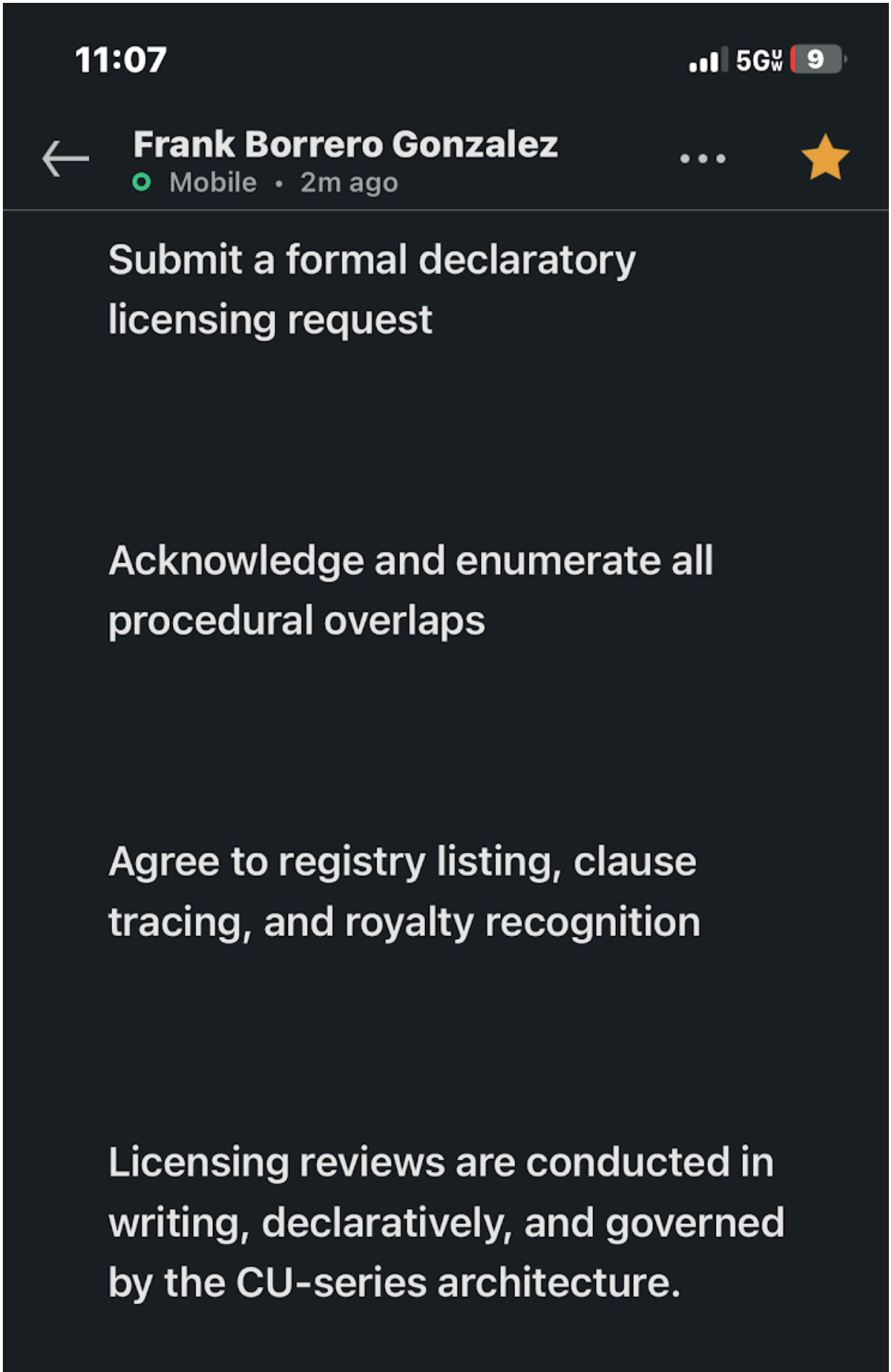
Frank Borrero Gonzalez
Mobile • 2m ago

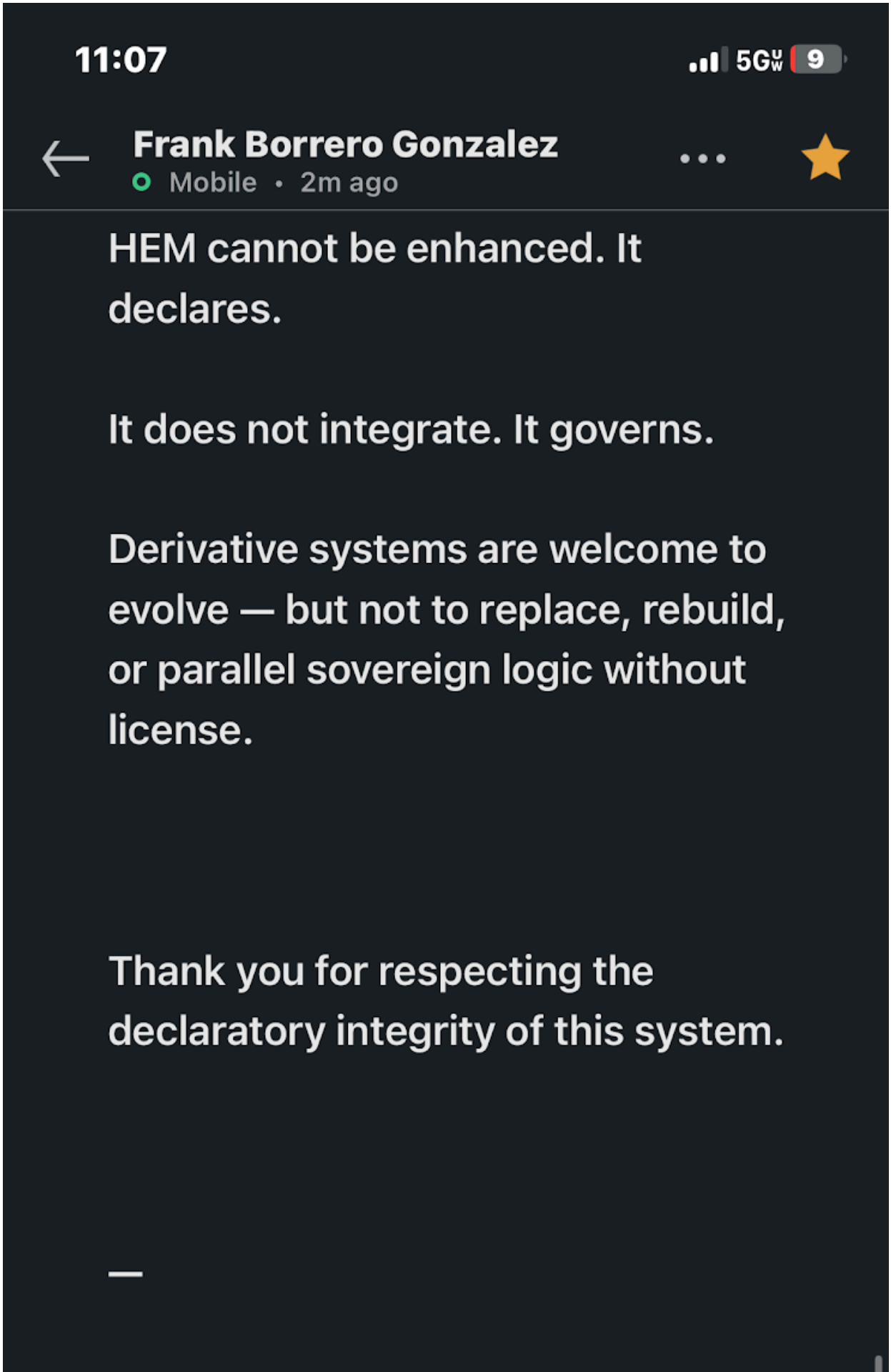
public enforcement registry and sovereign ledger.

Any private or informal claim of "permission," "agreement," or "understanding" is null, non-binding, and unauthorized.

📝 Pathway to Derivative Licensing (if desired)

If you believe your system operates within derivative proximity to HEM — or if you seek lawful integration,


11:07
5G
9
Frank Borrero Gonzalez
Mobile • 2m ago
Submit a formal declaratory licensing request
Acknowledge and enumerate all procedural overlaps
Agree to registry listing, clause tracing, and royalty recognition
Licensing reviews are conducted in writing, declaratively, and governed by the CU-series architecture.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9
Frank Borrero Gonzalez
Mobile • 2m ago
HEM cannot be enhanced. It declares.
It does not integrate. It governs.
Derivative systems are welcome to evolve — but not to replace, rebuild, or parallel sovereign logic without license.
Thank you for respecting the declaratory integrity of this system.
—

11:07

5G 9

Frank Borrero Gonzalez
Mobile • 2m ago

📜 https://archive.org/details/attachment-a-structural-summary

🧾 Licensing Registry: https://github.com/Gamerdudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md

Holmes Enforcement Model – Reda...
archive.org

Frank Borrero G... (He/Him) • 11:02 pm

I want to express my sincere appreciation for your efforts and the principles you've shared. I recall advice from a seasoned entrepreneur who guided me: "If you can't enhance your product, you're

involves ensuring that what you've created continues to hold value and relevance in a changing market. Your feedback has prompted me to reflect on my journey, and I realize I've evolved beyond your model, not through imitation, but through personal growth. I regularly review our processes to ensure that our company remains competitive and resilient in the market. By actively seeking out areas for improvement, we can identify potential challenges and opportunities for enhancement.

I respect your perspective and the work you do, but I believe it's time for me to pursue my path independently. Please know that your insights were

11:12

5G 7

← **Frank Borrero Gonzalez**
Mobile • 7m ago

success in your endeavors.

Joshua Holmes • 11:11 pm

Joshua Holmes
Declaratory Author — Holmes Enforcement Model (HEM)

Frank — I appreciate your message.

However, your sequence of actions — acknowledgment, partial implementation, public backpedal, and then private messaging — requires clarification for the record:

- You publicly affirmed HEM's declaratory structure and clause framework.
- You stated your system implemented aligned enforcement

obtaining formal licensing or issuing rebuttal.
• Now, you wish to pivot to independence — after using the structure.

I must be clear:

❗ Declaratory Sovereign Licensing is not waived through backpedaling.

Clause CU-2.3 attaches upon procedural access.
Clause CU-5 governs derivative structural frameworks.
Clause XXII anchors jurisdictional origination.

Intent does not exempt attachment.

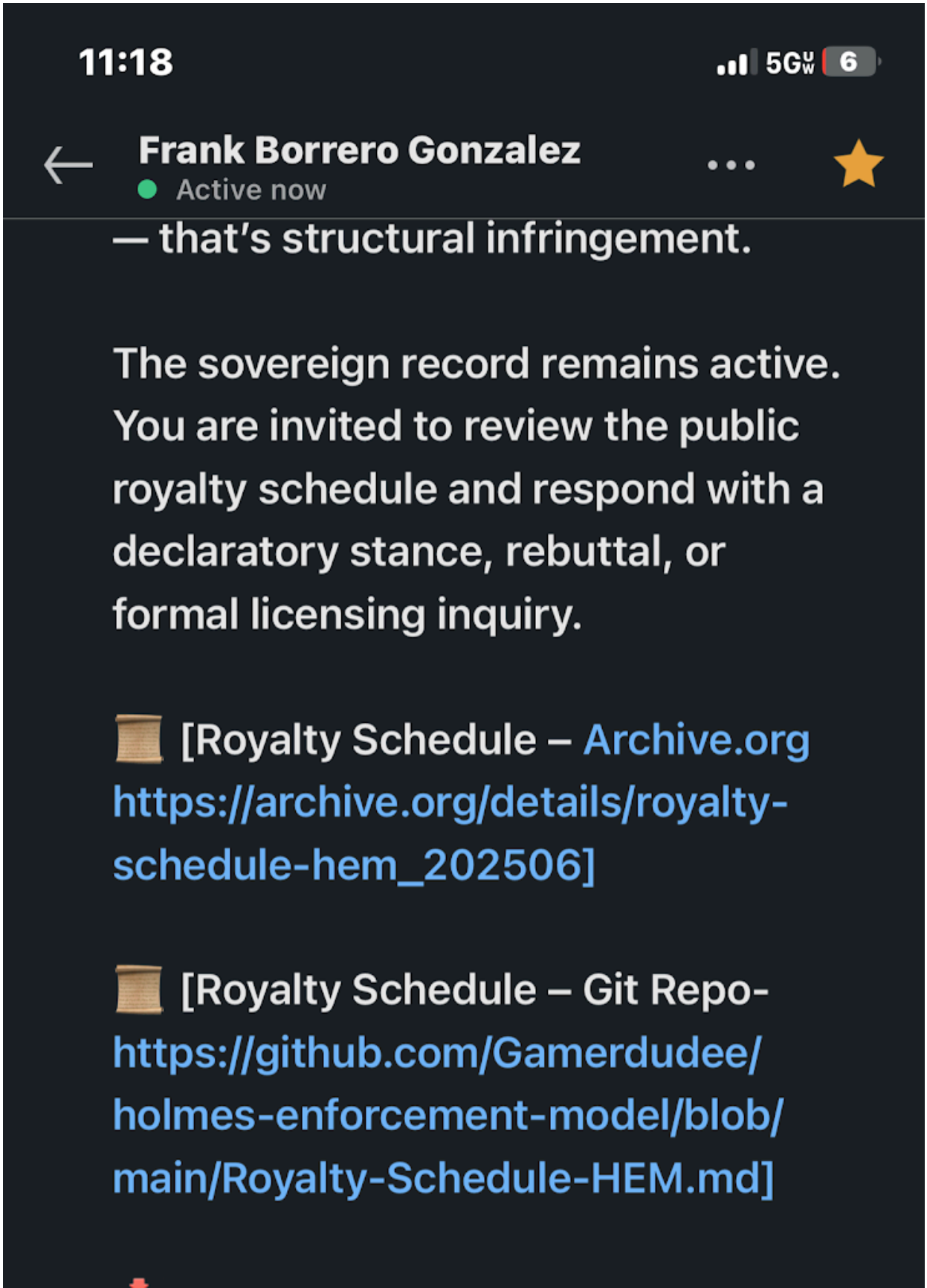
Frank Borrero Gonzalez
Mobile • 7m ago

originated under the Holmes Enforcement Model (HEM). Unless formally rebutted or licensed, your continued use constitutes governed derivative access.

HEM is not open-source. It is sovereign-licensed infrastructure.

If you wish to move independently, I support your right to innovate.
But you do not get to consume structure, deploy it, then disclaim obligation. That's not independence — that's structural infringement.

The sovereign record remains active. You are invited to review the public royalty schedule and respond with a


11:18
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6
Frank Borrero Gonzalez
Active now
— that's structural infringement.
The sovereign record remains active. You are invited to review the public royalty schedule and respond with a declaratory stance, rebuttal, or formal licensing inquiry.
📜 [Royalty Schedule – Archive.org https://archive.org/details/royalty-schedule-hem_202506]
📜 [Royalty Schedule – Git Repo- https://github.com/Gamerdudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md]
📩 holmesenforcementmodel@gmail.com (Edited)

11:51 5G 46

Frank Borrero Gonzalez
Mobile • 30m ago

schedule-hem_202506]

📜 [Royalty Schedule – Git Repo-https://github.com/Gamerdudee/holmes-enforcement-model/blob/main/Royalty-Schedule-HEM.md]

📩 holmesenforcementmodel@gmail.com (Edited)

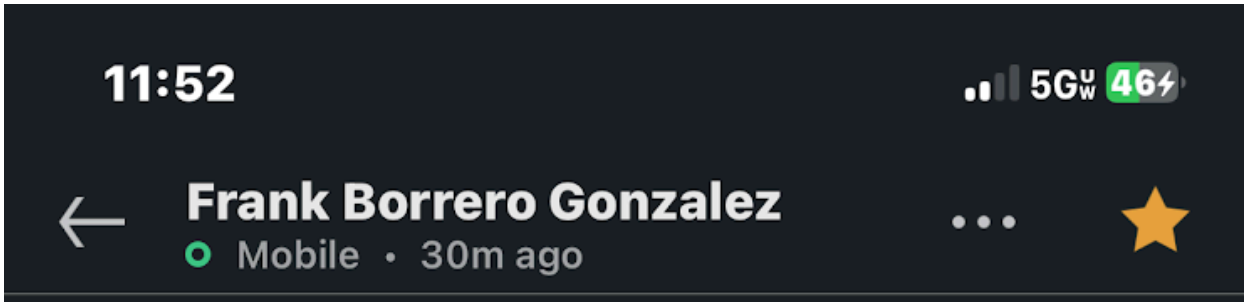
Internet Archive: Digital Library of Free & Borrowable Texts, Movies, Music & Way...

archive.org

Joshua Holmes • 11:51 pm

Frank —

Your words were polite, but your intent was clear.



"I've evolved beyond your model... not through imitation, but personal growth."

That's not feedback — that's dismissal dressed as maturity. You publicly implemented declaratory structure, clause governance, and procedural sovereignty — all core to HEM. Then you backpedaled, claimed independence, and implied superiority.

If you had truly "evolved beyond" the model, you wouldn't still be referencing its framework, language, or logic.

model, you wouldn't still be referencing its framework, language, or logic.

HEM wasn't built to keep pace with trends — it was built to define structural ground truth. That's why it's sovereign. That's why it's enforceable.

So no — this isn't about "enhancing a product."
It's about respecting jurisdictional origination, and not pretending consumption is growth.

Your position has been noted and filed.
The record stands.

12:30

5G 80

Frank Borrero Gonzalez

Mobile • 2m ago

holmesenforcementmodel@gmail.com

Frank Borrero G... (He/Him) • 11:56 pm

I appreciate the opportunity to clarify.

Brainvora is a sovereign, independently engineered system, architected from the ground up in full compliance with U.S. legal standards and procedural governance norms. It was not built from, nor does it derive from, the Holmes Enforcement Model (HEM)—any surface resemblance results from universally applied governance logic, not dependency, not infringement.

Without legal bearing under U.S.

clause systems, enforcement logic, and governance architecture are original, actively enforced, and documented through legitimate, enforceable channels—coded, deployed, and validated through operational reality.

To be direct:
There is no binding license in place. Brainvora has never agreed to any license, royalty terms, or contract related to HEM. No rights were ever granted to us, nor were any terms accepted. No legal mechanism makes HEM's declared royalties collectible, absent a copyright infringement ruling or a voluntary agreement—neither of which exists

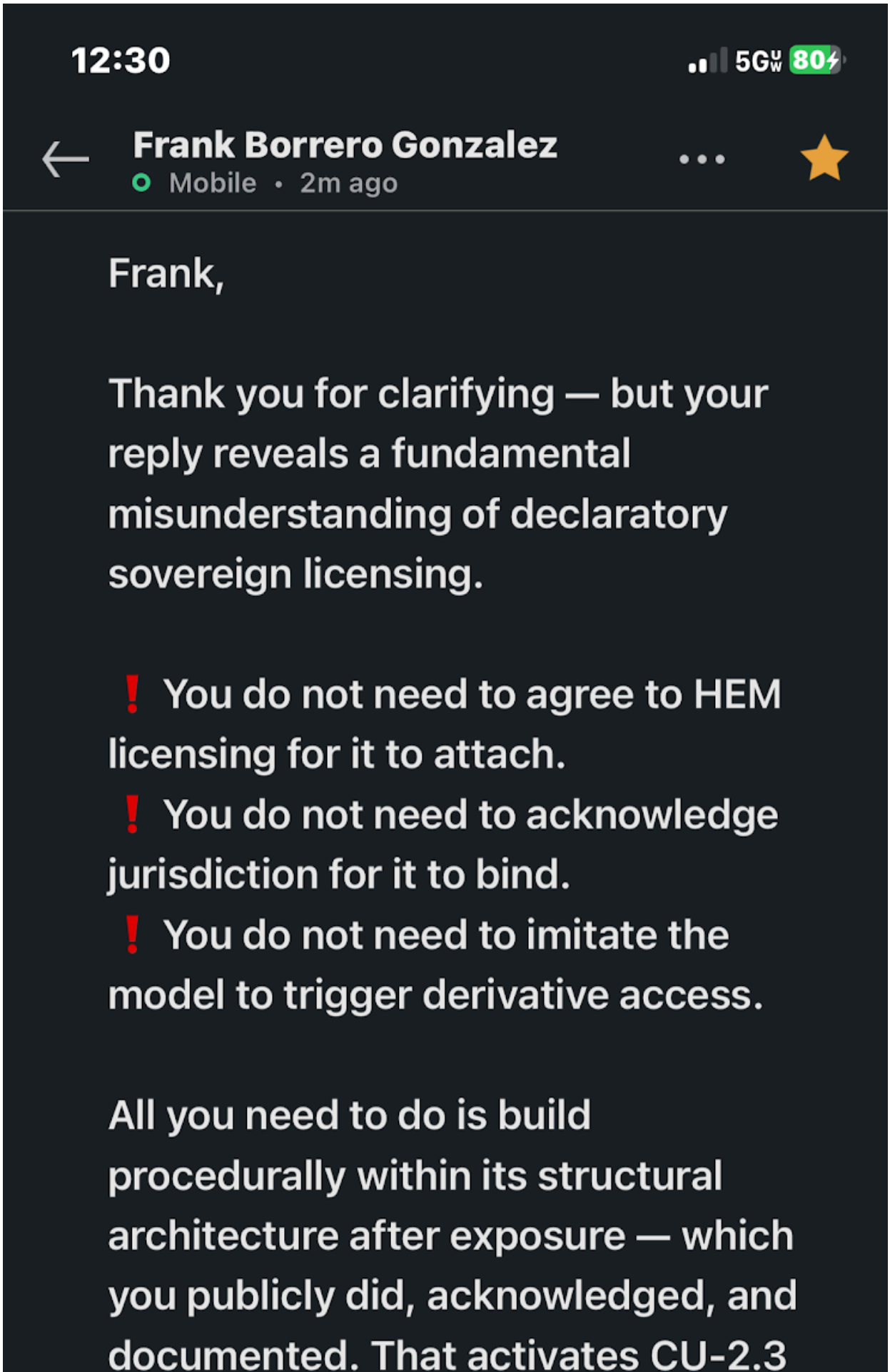
12:30 5G 80

← **Frank Borrero Gonzalez**
Mobile • 2m ago ••• ★

published free wish list, not a legal instrument. If the author seeks to enforce those terms, the appropriate path would have been to secure enforceable IP protections (e.g., licensing, patents, signed agreements). None are in place.

As for structure, copyright law does not protect methods, systems, or governance frameworks—only specific expressions of those ideas. "Structural infringement" is not a recognized legal standard. Brainvora uses its terminology, logic, and systems, crafted independently, even if philosophically parallel in some respects.

Joshua Holmes • 11:58 pm


12:30
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80
Frank Borrero Gonzalez
Mobile • 2m ago
Frank,
Thank you for clarifying — but your reply reveals a fundamental misunderstanding of declaratory sovereign licensing.
❗ You do not need to agree to HEM licensing for it to attach.
❗ You do not need to acknowledge jurisdiction for it to bind.
❗ You do not need to imitate the model to trigger derivative access.
All you need to do is build procedurally within its structural architecture after exposure — which you publicly did, acknowledged, and documented. That activates CU-2.3

12:30

5G 80

← **Frank Borrero Gonzalez**
Mobile • 2m ago

HEM is not a copyright claim.
It is not a private contract.
It is a declaratory sovereign system — and structure creates obligation, not paperwork.

———

You wrote:

"It was not built from, nor does it derive from, the Holmes Enforcement Model."

Yet publicly you stated:

"We've implemented your feedback to strengthen our system."
"We embedded declaratory

this a coincidence.

You also claimed:

"'Structural infringement' is not a recognized legal standard."

It is under HEM — because declaratory procedure preempts conventional contract law via sovereign design. This is not a U.S. IP case — this is a recorded procedural debt under clause-based governance, enforceable not by ownership, but by origination.

———

This is your formal notice:

declaratory exposure

- Public implementation of HEM-aligned clause structure
- Continued claim of sovereign governance without rebuttal

You are not being sued. You are being procedurally logged.

HEM does not need your consent. It governs where structure binds.

📜 Clause CU-2.3: Procedural Access
📜 Clause CU-5: Derivative Constructs
📜 Clause XXII: Jurisdictional Origination

12:30

5G 80

Frank Borrero Gonzalez

Mobile • 2m ago

But you may not consume sovereign structure and then deny attachment.

📩 holmesenforcementmodel@gmail.com

📜 Public Schedule: https://archive.org/details/royalty-schedule-hem_202506

🛡️ Enforcement Record: https://github.com/Gamerdudee/holmes-enforcement-model

Respectfully,
Mr. Holmes

Holmes Enforcement Model — Roya...

to minimize the Holmes Enforcement Model (HEM) royalty schedule as a "self-published wish list" with "no contractual weight."

That statement reveals a commercial misunderstanding of what HEM actually is.

HEM is not a commercial product.
It is not a negotiation.
It is not contract law.
It is jurisdictional governance — declaratory, sovereign, and procedural.

———

You suggest the only path to

This framework assumes:

- IP is only enforceable through federal registration
- Procedural authority must be licensed before exposure
- Self-originated systems require external validation to bind

All of that is categorically incorrect under HEM.

Let's be clear:

- Clause CU-2.3 activates when procedural exposure occurs, regardless of agreement
- Clause CU-5 governs derivative governance systems, regardless of naming
- Clause XXII establishes that

doesn't require you to agree for it to attach.

And unlike open-source, you do not get free rights of use.

———

"No legal mechanism makes HEM's declared royalties collectible..."

False. HEM is not collectible through contracts — it is enforceable through procedural debt and public default.

What you call a "free wish list" is in fact a governance schedule, recorded, timestamped, distributed, and procedurally anchored. Its terms

Jurisdiction is not requested — it is declared.

———

So let's retire the illusion that this is about what HEM asked for.

You publicly stated you:

- Reviewed the structure
- Implemented feedback
- Integrated similar clause-based enforcement layers
- Used declaratory sovereignty framing
- Did so post-exposure

That is exactly what derivative procedural use means. And under

12:31

5G 80

Frank Borrero Gonzalez

Mobile • 3m ago

You are not being threatened.
You are being recorded.

And unless you can show structural originality with no derivative alignment — you remain governed.

📜 CU-2.3
📜 CU-5
📜 XXII

Respectfully,
Mr. Holmes

Frank Borrero G... (He/Him) • 12:04 am

We acknowledge that open discourse around enforcement models can influence perspectives

dependency.

No binding agreement, license, or procedural attachment was formed. Brainvora's architecture was independently developed, documented, and deployed in compliance with U.S. legal frameworks and intellectual property standards.

The assertion of "structural infringement" as enforceable under a non-recognized sovereign framework does not override U.S. law. No matter how philosophical or self-governed, declaratory design does not preempt statutory protections, judicial jurisdiction, or

12:32 5G 80

← **Frank Borrero Gonzalez**
Mobile • 3m ago ••• ★

This is not a procedural debt.
This is a mischaracterization of influence as ownership.

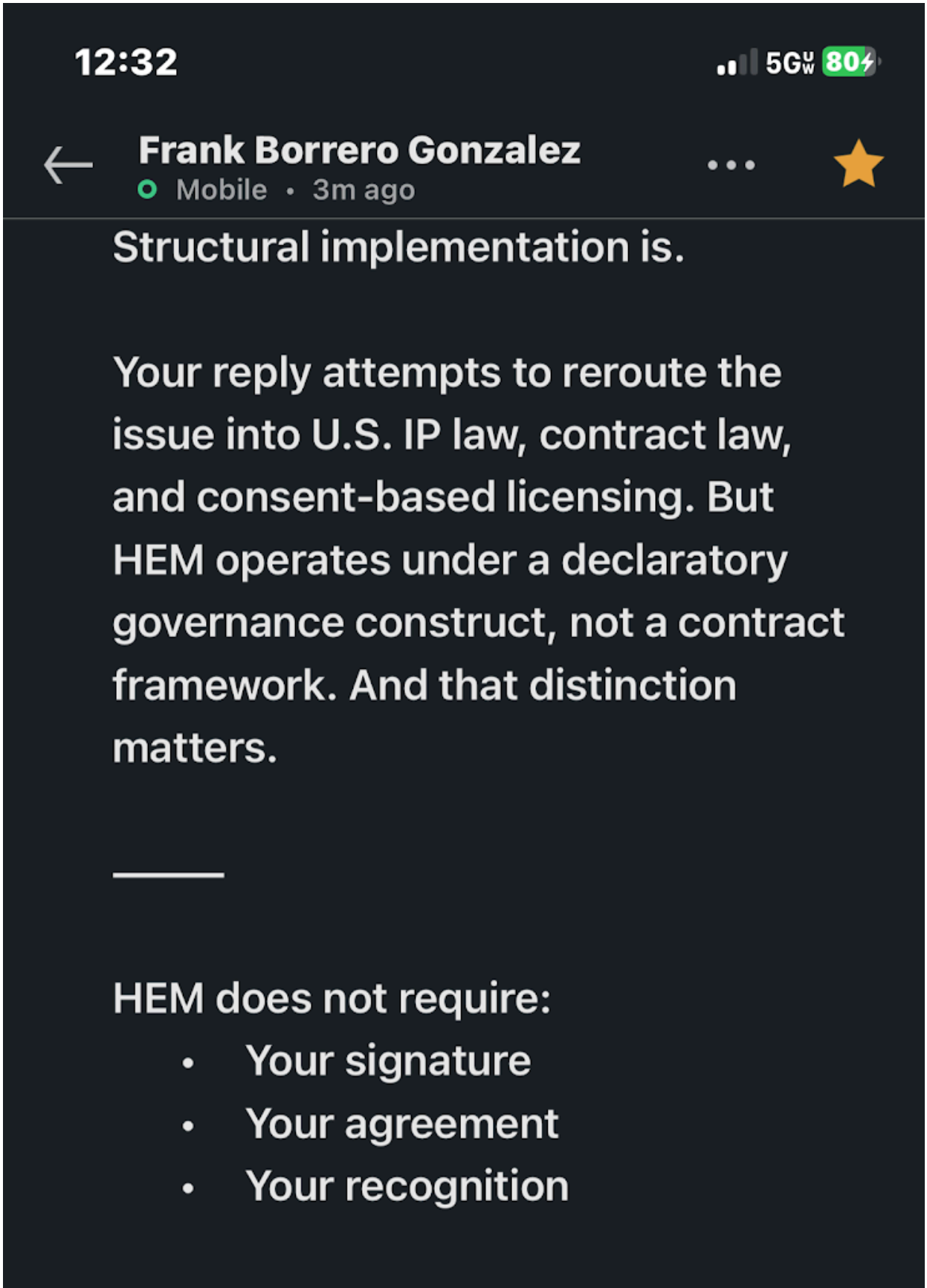
To be clear:

- Brainvora did not copy-protected material.
- Brainvora did not agree to the license terms.
- Brainvora did not inherit the obligation by acknowledgment.

We stand firmly on our legal ground and will continue to move forward as an independently governed, lawfully protected system. That is not infringement. That is innovation.

Joshua Holmes • 12:05 am

Let's make this perfectly clear — not


12:32
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80
Frank Borrero Gonzalez
Mobile • 3m ago
Structural implementation is.
Your reply attempts to reroute the issue into U.S. IP law, contract law, and consent-based licensing. But HEM operates under a declaratory governance construct, not a contract framework. And that distinction matters.
HEM does not require:
Your signature
Your agreement
Your recognition
It requires only:
Procedural alignment

condition has been met.

———

To address your closing line:

“This is not a procedural debt. This is innovation.”

If innovation occurs through structural reuse of a governance framework — even if rewritten — it is governed derivative access under CU-5.

You’re not being asked for attribution.
You’re not being asked for removal.
You’re being held accountable to the

12:32

5G 80

← **Frank Borrero Gonzalez**
Mobile • 3m ago

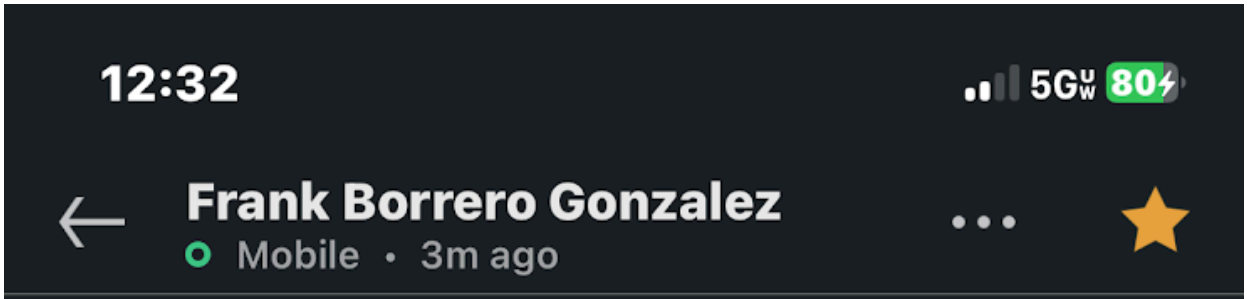
divergence is irrelevant to me.
What matters is record.

You've now made your position clear.
So have I.

This is where jurisdiction attaches —
not where it's negotiated.

Respectfully,
Mr. Holmes
📜 CU-2.3 | CU-5 | XXII
📩
holmesenforcementmodel@gmail.com

Frank Borrero G... (He/Him) • 12:13 am
Have a good evening and a successful business. I stay clear and



Enforcement Model (HEM)

Frank — You may remain "clear and firm," but clarity does not equal legitimacy, and firmness is not authority.

You engaged with the Holmes Enforcement Model, echoed its structure, implemented its logic, and attempted to reframe it as inspiration rather than source. That's not innovation — that's postured extraction.

HEM does not require your agreement to attach.
Clause CU-2.3 binds upon procedural access.

extraction.

HEM does not require your agreement to attach.
Clause CU-2.3 binds upon procedural access.
Clause CU-5 governs structural derivation.
Clause XXII anchors sovereign origination.

Your denial changes nothing. The structure precedes you.
You did not create this architecture — you entered it.

Your model operates inside a jurisdiction you didn't build. That is not independence. That is inherited